

RECORDING REQUESTED BY AND MAIL TO:

CITY OF ROLLING HILLS ESTATES
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Attn: Community Development Department

Recorded for the benefit of the City of Rolling Hills Estates.
No fee required. Government Code § 27383

Assessor Parcel No. _____

File No. _____

**JUNIOR ACCESSORY DWELLING UNIT
COVENANT AND AGREEMENT
RESTRICTING RESIDENTIAL USE OF PROPERTY**

This Covenant and Agreement is made by the undersigned owner(s) (collectively "Owner") of the hereinafter-described real property ("Property") for the benefit of the City of Rolling Hills Estates, a California municipal corporation ("City").

RECITALS

- A. Owner certifies that I am (we are) the owner(s) of the following described Property located in the City of Rolling Hills Estates, County of Los Angeles, State of California more particularly described as follows (insert legal description):
- B. The Property is commonly known as: (street address)
_____, Rolling Hills Estates, California 90274.
- C. Owner has applied to the City for the issuance of a building permit to construct a Junior Accessory Dwelling ("JADU") on the Property.
- D. Under Chapter 17.56 of the Rolling Hills Estates Municipal Code, before issuance of a certificate of occupancy for the JADU, the City needs assurance in the form of this Covenant and Agreement that such JADU will only be used in accordance with the City's applicable zoning regulations.
- E. The JADU meets the definition under Section 17.56.020 of the Rolling Hills Estates Municipal Code for a JADU and will be located and constructed as shown on *Exhibit A*.

In consideration of the City approving the application for a JADU under Chapter 17.56 of the Rolling Hills Estates Municipal Code and issuing a certificate of occupancy for the JADU, Owner covenants and agrees to restrict the use of Owner's Property as follows:

- 1 Owner agrees that the JADU must be a legal unit, and may be used as habitable space only

so long as either the main dwelling unit or the JADU is occupied by the owner of record of the Property as the owner's primary residence (subject to certain temporary exceptions such as a medical or business necessity). If the Owner does not occupy either unit, the JADU may not be used as a dwelling unit and may not be rented. This owner-occupancy requirement does not apply if the owner is a governmental agency, land trust, or housing organization.

- 2. Owner agrees that the JADU may not be used for any purpose other than as a second residential unit and may not be developed or used for any purpose contrary to the zoning regulations applicable to the Property.
- 3. Owner agrees that the JADU may not be sold or owned separately, and the parcel upon which the JADU is located may not be subdivided in any manner which would authorize such sale or ownership.

Owner further acknowledges and agrees that if Owner breaches any of the covenants set forth above, the City has the right to enforce the provisions of this Covenant and Agreement and will be entitled to the remedy of injunctive relief in addition to any other remedy. In the event Owner, or any successors in interest, fails to perform any obligation hereunder, they agree to pay all costs and expenses incurred by City in securing performance of such obligation, including reasonable attorney's fees.

This Covenant and Agreement runs with the land and is binding upon Owner and any successor in interest to Owner until the Property is released from the JADU restrictions placed on the Property by either an amendment to Chapter 17.56 of the Rolling Hills Estates Municipal Code or an instrument releasing the Property from the burdens of this Covenant and Agreement is recorded by the City.

The undersigned Owner requests that this Covenant and Agreement be recorded in the office of the Los Angeles County Recorder.

Executed this _____ day of _____, 20____, under penalty of perjury of the laws of the State of California.

OWNER:

Signature

(Type name of Owner)

Signature

(Type name of Owner)

NOTE: SIGNATURES MUST BE NOTARIZED.

ACKNOWLEDGEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, before me, _____, Notary Public, personally appeared _____ (Property owner), who proved to be on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
(Seal)

Date

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, before me, _____, Notary Public, personally appeared _____ (Property owner, if more then one owner), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
(Seal)

Date